



# City of Galveston

## REQUEST FOR PROPOSAL

**Proposal Reference Number:** 19-11

**Project Title:** Water Distribution and Transmission System Valve Condition Assessment and Replacement

**Proposal Closing Date:** 2:00 P.M.(CST), Monday, February 11, 2019

Original and five (5) copies and one media source required.

***No Proposals submitted after the above deadline will be accepted.***

**Contact:** City of Galveston Purchasing Division at [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov) or 409-797-3579.

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# Galveston, Texas

## Request for Proposal

### 1. Introduction

- A. Project Overview: The City of Galveston is requesting proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix J – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Purchasing Division. Contact information provided in section 2 below.
  - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
  - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
  - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the proposal document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the proposal packet.
- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Galveston. Do not submit this form unless you receive an award letter from the City.**

## 2. Contact Information

**Mailing Address:** City of Galveston, Purchasing Division, Room 306, PO Box 779, Galveston, Texas 77553

**Physical Address:** City of Galveston, Purchasing Division, 823 Rosenberg Street, Room 306, Galveston, Texas 77550

**Email Address:** [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov)

## 3. General Information

- A. **Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. **Public Inspection of Proposals:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Galveston is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

## 4. RFP Withdrawals and/or Amendments

- A. **RFP Withdrawal:** The City reserves the right to withdraw this RFP for any reason.
- B. **RFP Amendments:** The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have notified the Purchasing Division of their intent to Proposal, but failure to notify shall impose no obligation or liability on the City.

## 5. Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

## 6. Proposal Submittal Requirements

- A. **Submittal Packet – How to submit:** All Proposals must be submitted in person or by mail at the addresses in Section 2, above. No Proposals will be accepted electronically, either by fax or email. Proposals submitted electronically will be marked non-responsive.

Proposals shall be sealed and marked clearly with the Proposal number, Proposal name, closing date and time, on the outside of the package or envelope. Unidentifiable Proposals will be unopened and marked as non-responsive.

- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. A Proposal requires an Original signed document, copies, and a media source. Please mark the Proposals "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or Proposal will be marked "Non-responsive". Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the proposal. The City only accepts proposals that are hand delivered or by mail, to the addresses in Section 2 of the proposal documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding proposals must be addressed to the Purchasing Division [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov). The subject line must read "**RFP 19-11 Valve Assessment**". The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in Appendix J-Scope of Services.

- I. Validity Period: Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

## 7. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the proposal process without the express permission from the City's Purchasing Supervisor.
- B. All correspondence relating to this proposal, from advertisement to award, shall be sent to the City of Galveston's Purchasing Division. All presentations and/or meetings between the City of Galveston and the vendor relating to this proposal shall be coordinated by the City of Galveston Purchasing Division. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City's best interest.
- C. Completeness: If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive.
- D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix J – Scope of Services or Appendix A – Proposal, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. No Commitment: The Request for Proposal does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or

incurred in the preparation of a (Proposal/proposal) to this request, or to procure or contract for services or supplies.

- I. Protest Procedures: Any actual or prospective proposer who is allegedly involved with the solicitation or award of a proposal may submit a protest to the decision. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.
  - i. All protest lodged by potential or actual contractors or proposers must be made in writing and contain the following information.
    - a. Name, address and telephone number of the protestor.
    - b. Identification of the solicitation or contract number and time.
    - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
    - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
    - e. Arguments and authorities in support of the protest.
    - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the request for proposals process. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.
  - ii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.
- J. Single Proposal Response: If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Galveston has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Galveston for cause:
  - i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or
  - ii) The successful Proposer violates any of the provisions of these specifications; or



- iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
  - iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
  - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
  - vi) When the contract has been so terminated by the City of Galveston, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

## **8. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy**

- A. It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:
  - i. Increase the capacity of local M/WBE's to provide products and services.
  - ii. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.
- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.
- C. Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

# Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

**Appendix A (pages 9 through 18 ) must be included in the Proposal submittal.**

**Appendix B – G (pages 18 through 25 ) all forms must be complete and included in the submittal.**

**Appendix J (pages 29 through 43 ) must be included in the Proposal submittal.**

<b>All Proposals submitted to the City of Galveston shall include this page with the submitted Proposal.</b>			
<b>RFP Number:</b>	<b>19-11</b>		
<b>Project Title:</b>	<b>Water Distribution and Transmission System Valve Condition Assessment and Replacement</b>		
<b>Submittal Deadline:</b>	<b>Monday, February 11, 2019 @ 2:00 P.M. CST</b>		
<b>Submit in person: City of Galveston Purchasing Division., 823 Rosenberg St., Room 306, Galveston, Texas 77550</b> <b>or by mail: City of Galveston Purchasing Division., PO Box 779, Galveston, Texas 77553</b>			
<b>Proposer Information:</b>			
<b>Proposer's Legal Name:</b>			
<b>Address:</b>			
<b>City, State &amp; Zip</b>			
<b>Federal Employers Identification Number #</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	
<b>E-Mail Address:</b>			
<b>Proposer Authorization</b>			
<b>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.</b>			
Printed Name and Position of Authorized Representative: _____			
Signature of Authorized Representative: _____			
Signed this _____(day) of _____(month),_____(year)			

**I learned of this Request for Proposal by the following means:**

- |  |   |
|--|---|
| <input type="checkbox"/> Newspaper Advertisement | <input type="checkbox"/> City E-mail Notification |
| <input type="checkbox"/> Galveston Website       | <input type="checkbox"/> Cold Call to City        |
| <input type="checkbox"/> Mailed Me a Copy        | <input type="checkbox"/> Other                    |

## Appendix A – Proposal Document (continued)

### I. ***REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

#### 1. **Proposed Products and/or Services**

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Bid submitted.
- D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

#### 2. **Cost of Proposed Products and/or Services**

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Unit Cost	Extended Price
			\$	\$
			\$	\$
			\$	\$
		<b>TOTAL ALL LINE ITEMS</b>	\$	\$

#### 3. **Term of Contract and Option to Extend:**

Any contract resulting from this RFP shall be effective upon execution by the City of Galveston, until satisfactory completion of the work, as determined by the City. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to one (1) additional year. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

- B. Escalation Clause: This section left intentionally blank.
- C. Price Increases Upon Extension: This section left intentionally blank.

**4. Proposer's Experience / Staff**

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

**State the number of years' experience the business has: \_\_\_\_; and the number of employees: \_\_\_\_.**

- D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

**5. References – This section is required.**

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

## 6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal \_\_\_ (does) \_\_\_ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

## 7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: \_\_\_\_\_.
- B. Prime contractor HUB / MWBE registration number: \_\_\_\_\_.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: #\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.
- D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS): \_\_\_\_\_.
- E. All vendors contracting with the City of Galveston are required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

## 8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: \_\_\_\_\_

Contract #: \_\_\_\_\_

Description: \_\_\_\_\_

Primary Contact (Name): \_\_\_\_\_

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

Secondary Contact (Name): \_\_\_\_\_

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

After Hours emergency opening fee, if applicable: \$ \_\_\_\_\_

## 9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ **Yes, Others can purchase purchase.**

☐ **No, Only the City can purchase.**

**II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:**

**1. Delivery of Products and/or Services**

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: [accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov). See Appendix H for ACH Payment Information, if you elect to receive your payments according to Appendix H, fill out the form and return with your documents.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: This section left intentionally blank.

H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.

(a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

**2. Miscellaneous**

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.



- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include “approved as to form” and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City’s Legal Department prior to being signed by the City Manager, (City’s authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

### **3. Financial Responsibility Provisions**

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
  - i. Worker’s Compensation and Employer’s Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
  - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
  - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
  - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
  - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

## Appendix B – Form CIQ

### **INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE**

**WHO:** The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
  - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
  - b. contracts for the purchase or sale of real property, personal property including an auction of property;
  - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

#### **THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

**EXCLUSIONS:** A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

**WHAT:** A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

**WHEN:** The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

**NOTE:** The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE  
USE  
ONLY**

Date  
Received

**1. Name of person who has a business relationship with local governmental entity.**

**2. ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3. Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?  
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?  
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

**4.**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF  
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix C - House Bill 89 Verification

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or

Business Name) \_\_\_\_\_ (hereinafter referred to as Company)

**being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::**

- a. Does not boycott Israel currently; and**
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

**On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.**

**GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2019.**

[SEAL]

\_\_\_\_\_  
**NOTARY PUBLIC in and for the State of \_\_\_\_\_**

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR  
DEEMING YOUR BID OR PROPOSAL  
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

\_\_\_\_\_ I do not owe the City property taxes that are delinquent.

\_\_\_\_\_ I owe City property taxes that are delinquent on property located at

---

---

---

Proposer's Printed or Typed Name

---

Proposer's Signature

---

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A  
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix E – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR  
DEEMING YOUR BID OR PROPOSAL  
“NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

\_\_\_\_\_ I am not related by blood or marriage to any official or employee of the  
City of Galveston

\_\_\_\_\_ I am related by blood or marriage to the following official(s) or employee(s)  
of the City of Galveston

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

If the Bidder or Proposer is **NOT** an individual:

\_\_\_\_\_ The officers of the company submitting this bid or proposal are not related by  
blood or marriage to any official or employee of the City of Galveston.

\_\_\_\_\_ The officers of the company submitting this Proposal are related by blood or marriage to the  
following official(s) or employee(s) of the City of Galveston.

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF  
THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

---

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

PROPOSER (SIGNATURE) \_\_\_\_\_

PROPOSER (PRINTED NAME) \_\_\_\_\_

POSITION WITH COMPANY \_\_\_\_\_

SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS PROPOSAL

\_\_\_\_\_  
COMPANY OFFICIAL  
(PRINTED NAME) \_\_\_\_\_

OFFICIAL POSITION \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A  
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**



## **Appendix G – Document 00435**

### **The City of Galveston, Texas**

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN  
PAYMENT OF PROCUREMENT.**

#### **PROPOSER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

---

(Printed or typed Name of Signatory)

---

(Signature)

---

(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

**END OF DOCUMENT 00435-FAA**

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A  
PART OF THE BID PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

## Appendix H – No Intent to Submit Form

**If your firm has chosen not to submit a Proposal for this procurement, please complete this form and submit to:**

City of Galveston  
Purchasing Division  
PO Box 779  
Galveston, Texas 77553

City of Galveston  
Purchasing Division  
823 Rosenberg St. Room 306  
Galveston, Texas 77550

**Please check all items that apply:**

- |   |   |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required                               | <input type="checkbox"/> Cannot provide Insurance required              |
| <input type="checkbox"/> Cannot be competitive  | <input type="checkbox"/> Cannot provide Bonding required                |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large  | <input type="checkbox"/> Job too small                                  |
| <input type="checkbox"/> Do not wish to do business with the City of Galveston          | <input type="checkbox"/> Other: _____                                   |
| <input type="checkbox"/> Cannot submit electronically                                   |   |

COMPANY NAME (Please print): \_\_\_\_\_

Authorized Officer Name (Please print): \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**You may also email this form to: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).**

## Appendix I – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

[accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov)

Or mail to:

City of Galveston  
Finance Department  
P.O. Box 779  
Galveston, TX 77553

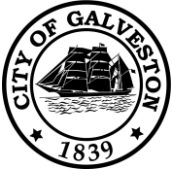
If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin". The signature is written in a cursive style with a horizontal line at the end.

Michael W. Loftin  
Assistant City Manager – Finance

## Appendix I – ACH Form continued



### City of Galveston

#### ACH Payment Agreement Form

##### Authorization Agreement

I hereby authorize City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. This agreement will remain in effect until City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment form to the City of Galveston Finance Department. You may keep this form to submit with your first invoice.

##### Account Information

Name of Financial Institution: \_\_\_\_\_

Financial Institute Address: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

SWIFT Code: (if applicable) \_\_\_\_\_

##### Signature

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM IS OPTIONAL; IT CAN BE RETURNED WITH INVOICE IF AWARDED THE CONTRACT.**

## Appendix J – Scope of Services

### 1. Project Title: Water Distribution and Transmission System Valve condition Assessment and Replacement.

### 2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Division**, Phone. 409.797.3579, e-mail: [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov).

### 3. Special Conditions

**There are no bonding requirements for this solicitation.**

### 4. Proposal Evaluation Factors

Emphasis	Factor
20	Overall Experience of the Project Manager & Team
30	Cost
30	Past Performance on similar projects of size and scope
10	Schedule
Pass/Fail	References

### 5. Brand Manufacture Reference

The City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

### 6. Key Events Schedule

Proposal Release Date	January 16, 2019
Pre-Proposal Conference	January 28, 2019 @ 2:00 p.m. CST
Deadline for Submittal of Written Questions	February 4, 2019 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	February 11, 2019 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	February 2019
Anticipated Award Date	March 2019

## 7. Scope of Services

### WATER DISTRIBUTION AND TRANSMISSION SYSTEM VALVE CONDITION ASSESSMENT AND REPLACEMENT

#### PROJECT SCOPE AND SPECIFICATIONS

*Released for Interim Review under Daniel Christodoss, PE 86016*

The City of Galveston, Texas (the City) is responsible for providing clean drinking water to the entire Galveston Island. Therefore, selecting, installing, field testing and maintaining the water system valves in Accordance with AWWA M44 is the City's responsibility. To be proactive in adhering to operations consistent with AWWA M44, the City is seeking bids from qualified firms. Firms shall provide their proposals for Phase 1 (plans), 2 (valve assessment/exercise) and 3 (valve replacement). The scope is for planning, valve exercise and replacement of defective 6 inch and 8 inch valves. These valves which are predominantly gate valves, include but are not limited to:

- 6 inch valves tapped to main to serve fire hydrant
- 6 and 8 inch main line valves
- 6 and 8 inch fire line and domestic taps
- Loop valves (ex: lines providing a 20 inch interconnect to a 6 inch line)
- Isolation valves for blocks, subdivision entry, apartments and other facilities, etc.

Properties and the City Right of Way disturbed by valve exercise or replacement shall be restored after completion of the work. When a patch/cut has been made to expose the valve in sodded areas, concrete or asphalt, the area shall be restored after completion of the work.

#### I Phase 1-Planning:

This is the planning phase to document the sequence for addressing all City of Galveston valves during a 24 month time frame. Tasks include but are not limited to:

1. Obtaining the list and schedule of valves to be assessed from the City. **The City will provide the GIS shapefiles or a file geodatabase (.gdb) of feature classes which can be utilized to produce maps for the valve location and attributes.**
2. Preparing a Work Plan to detail standard operating procedures (SOPs) to be followed during Phase 2 and 3. City standards such as details and specifications provided in this RFP can be utilized for this effort.
3. Preparing a Quality Assurance/Quality Control (QA/QC) Plan for collecting and providing complete, accurate, and precise data.
4. Preparing a Safety Plan: Develop detailed written safety plan.

5. Preparing Traffic Control Plan: Develop detailed written traffic control plan, in compliance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
6. Preparing Project Schedule: Develop detailed overall schedule for the work and submit to the City for City approval, to be updated monthly as the project progresses. The contract shall commence in early March 2019, with an anticipated Notice to Proceed on June 2019, and conclude by May 1, 2020, as this period includes the typically lower water demand needs of the City's customers. Deviations from this schedule may be approved by the City for operational, weather or unforeseen circumstances.
7. Conduct Initial Project Meeting: Conduct Initial Project Meeting to clarify the City's intended Scope of Work and other special requirements for this project.
8. Prepare Asset Management Final Program Report: Upon end of project, a final Program Report shall be presented to the City to supplement daily reports due to the City each weekday.

Compensation for all tasks listed above shall be included as a sub-set of Phase 2.

## **II Phase 2, Valve Exercise/Condition Assessment:**

### **A. Introduction:**

This is the field evaluation phase to physically locate, identify, clean out, exercise, perform minor adjustments, record GPS data, and assess the operational condition of various valves in the City's Water Distribution and Transmission System, and then document various operational attributes and condition of the valves and valve boxes for follow up during Phase 3. Also included in the services provided shall be sub-foot GPS locating of the valve operators which involves validating, verifying, and spatially correcting the location of the valves in the City GIS shapefiles or feature classes. In addition, physically locating and spatially recording valves and attribute data not in the City provided GIS maps, shapefiles, feature classes, or domains.

### **B. Number of Valves to Exercise:**

The City will determine the actual number of valves to be assessed. The estimated quantities are presented in the Pricing Form. Additional valves may be added or deleted at the convenience of the City.

***(The remainder of this left intentionally blank.)***

### **C. Specifications and Sequence for the Valve Exercise:**

#### ***C1. Specifications:***

Details to be implemented and documented during the condition assessment include:

1. **Traffic Control:** The firm is responsible for all traffic control and protection. Work in any roadway requires traffic control and protection measures that meet TMUTCD. A City inspector will be making spot checks and any deficiencies must be addressed immediately. The firm is responsible for reviewing the jobsite and quantifying the need for flaggers. During all phases and steps of the project, appropriate temporary traffic control measures must be exercised to ensure traffic safety. All vehicles shall be equipped with appropriate warning lights that include but are not limited to strobes and warning/arrow light bars. Vehicle warning lights must be engaged whenever work is being performed. Proper traffic cones and warning lights shall be used whenever vehicles are parked while performing the valve assessment.
2. **Safety:** The firm shall provide a Safety Officer contact to allow the City Inspector to communicate any safety related concerns that arise on the job. The Safety Officer shall have the ability to respond and address the concern immediately. The firm shall always exercise every precaution for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The firm shall abide by all TXDOT, EPA and OSHA safety standards and regulations. The City is not responsible for site safety. The firm is solely and exclusively responsible for means, methods, technologies and site safety.
3. **Public Coordination:** Respect for resident/private/business property is very important. To avoid property damage, it is in the firm's best interest to incorporate the following into their daily field operations:
  - a. Where specialized equipment could be utilized to minimize property damage, the firm should consider such.
  - b. The firm shall make the City aware of any work on private or public property that may damage trees, landscaping, fences, sheds, or other property prior to starting work.
  - c. Any abnormal damage, as deemed by the City Inspector, shall be the responsibility of the firm to remediate, without any additional payment by the City.
4. **Maintaining ADA Accessibility:** Any driveways or sidewalks in the work zone should be photographed by the firm prior to starting work to defend against resident claims that



firm's work has cracked or damaged such. Firm shall be responsible for defending and satisfying any claims for driveway or sidewalk damage. Pending resident claims against the firm could delay final invoice processing.

5. Availability of City Personnel: The City will also make available, on a reasonable basis, personnel with a working knowledge of the water system to assist in the location of water main and system appurtenances. The City will also assist, or accompany, the firm should access to private property, utility easements behind homes, or if access within a private business or residence is necessary.
6. Valves on Private Property in Easement or in Right of Way inside Fence: The City will make scheduling and access arrangements directly with the property owner should an order be placed for the firm to assess a valve between the curb stop and the building.
7. Spatially locating valves: Locate and operate each main line valve in the designated area as defined by the City. All main line water valves with specific Asset IDs from VueWorks/GIS shall be located and positions recorded in acceptable manner with sub-foot accuracy, to allow the location (spatial) and attribute data to be integrated into the City's GIS geodatabase. Water maps derived from the GIS shapefiles or feature classes provided by the City shall be examined to determine the anticipated location of each valve. Any valves shown, but not identified by visual inspection, shall be searched for using a magnetic locator. Should the search fail, use of a radio-detection locator shall be used to trace water mains to establish the configuration and the probable location of the valve. Once located, valve boxes or valve vaults shall be painted with precautionary blue paint for future reference.
8. Photo Documentation: Photograph the location to identify the condition of the site before and after the valve exercise is performed.
9. Preparation: Check the area for potential hazards and implementing needed controls
10. Starting the Valve Exercise: Remove the valve cover.
11. Valve Maintenance: Perform visual inspection from ground level of the valve, valve box, and vault and have that inspection documented. Inspect and Clean valve riser as necessary to inspect valve.
12. Each valve structure needs to be cleaned, dewatered and inspected. Debris is to be vacuumed and water pumped out of valve box/vault such that the operating nut is visible. The City will provide a location to discard materials vacuumed out of valve boxes. The Contractor is to provide the equipment necessary to remove debris or water from the valve

boxes/vaults. Inspections shall be completed in compliance with AWWA (Distribution Valves: Selection, Installation, Field Testing, and Maintenance, Manual M44) and NASSCO MACP (<https://www.nassco.org/>) inspection and reporting standards. Overall conditions assessments and inspections techniques shall be required to follow the MACP standard for inspecting and reporting.

13. Reporting: The report shall include, but not be limited to, the following information:

- a. identifying valve number consistent with the city map provided,
- b. locating and referencing valve in the coordinates and landmark system approved by the city,
- c. location identifiers shall include street and cross-street names,
- d. provide size, type, date, operating nut depth, enclosure type,
- e. describe number of turns to achieve full closure, direction of closure, present valve position,
- f. note date exercised,
- g. note machine torque rating,
- h. follow MACP valve structure reporting.
- i. note valve depth (bottom of valve pit + 18 inches)

14. Exercising valve: Each of the located water valves shall be exercised to an extent to insure its ability to operate through its full range of turns. Valves shall be first attempted to be operated manually. Valves that require machine assistance shall be turned no more than 5 revolutions before reversing direction. This process shall be repeated until the valve has reached closure. The valves shall be exercised from full open to full closure, a minimum of three (3) times or until such time that no further turn range improvement is noted. Valve should be left in a position of two revolutions closed from full opened. If for some reason the valve cannot be left in the required opened state, then the water department should be contacted immediately.

15. The City understands there are various valve exercising machines such as Wachs: <https://www.ehwachs.com/Utility/Mounted-Valve-Exercisers>, or others. The use of hydraulic or electric valve operators is allowed. When using mechanical valve operators, torque setting shall be started at the lowest force and increased till the valve operates acceptably, or until it is determined that there is a concern that the breakage of the valve may occur.

16. Furnish all labor, material, transportation and equipment necessary to perform the valve exercise.

17. An Assessment Report shall be generated as to the location and condition of each valve exercised or attempted to be exercised. The information detailed in the Assessment Report

shall be conveyed to the City in a paper and electronic format. Provide copies of your typical Assessment Report to the city for evaluation during the proposal review process.

18. Any valve that fails during exercising will be repaired or replaced at the expense of the city in Phase 3 either using internal City Crews or under this contract by the firm depending on City Staff availability. The following are some of the sequences included in valve assessment.

- a. Map Valves: The access point to valve operating nut shall be GPS mapped with mapping grade sub-foot accuracy, including depth of operating nut to grade, and the attribute data delivered in a geodatabase compatible with the City's existing data scheme.
- b. Provide Periodic Field Survey to Confirm Accuracy over the length of this contract. Field corroborative surveys are to be conducted of monuments to confirm that the minimum sub-foot accuracy is consistently being achieved in mapping valves.
- c. Check, Update, and Record Valves Location: The City's electronically and manually provided valve location information is to be checked and updated as necessary.
- d. Verify the direction for turning the valve to the **Closed** and **Open** positions.
- e. Assume valve is in the full **Open** position.
- f. Valves are to be exercised for a minimum of three full cycles. When a valve is operated from full open to the full closed position, and then back to full open, this constitutes one cycle, in accordance with AWWA Manual M44. Contractor shall record torque required to operate the valve initially and after exercise. All valves shall be exercised with the minimum torque required, applied in a gradual sequence to assure that all valves can be safely operated.
- g. Contractor shall provide a recommended action item on each valve and a priority rating for each valve. Torque limits shall be confirmed with and agreed to by the City before commencement of field operations. The contractor shall provide for approval their standard operating procedures for valve exercise along with the proposal. Following are some guidelines:
  - i. Begin **Closing Valve Slowly**, increasing torque as necessary to achieve movement (without exceeding the pre-determined *Maximum Torque*).
  - ii. Count the number of turns necessary to achieve the full **Open Position**.
  - iii. Begin **Opening Valve Slowly**, increasing torque as necessary to achieve movement (without exceeding the pre-determined *Maximum Torque*).
  - iv. Count the number of turns necessary to achieve the full **Closed Position**.
  - v. Repeat the Close/Open cycle a minimum of three (3) times, or until the number of turns necessary to open or close the valve does not change
  - vi. Record the number of Turns, Cycles, and Maximum Torque applied
  - vii. Photograph valve
  - viii. Record the valve dimensions, condition of the valve, and other pertinent information including valve type: butterfly valve, gate valve, etc.
  - ix. Replace cover.

- x. Prior to departing, evaluate the location for hazards to people, property, or environment, and record findings.
- xi. Mitigate any hazards discovered and initiate the actions necessary to eliminate those hazards.
- xii. Photograph the site.
- h. Valve repair or replacement: The City may also request the Contractor to replace or repair valves that are inoperable during or immediately after the assessment, in accordance with the AWWA M44 Manual.
- i. Deliverable Geodatabase compatible with ArcGIS Version 10.4.1:

Attribute table currently in the City's Water Valve feature class:

Field Name	Alias Name	Data Type	Character Length	Domains*
OBJECTID	Object ID	OID	4	
LID	Lid Condition	String	20	ValveLid
PHYS_LOCA	Physical Location	String	20	ValveLocation
TYPE	Type	String	20	ValveType
OPEN_DIREC	Open Direction	String	20	ValveOpenDirection
DIAMETER	Diameter (in)	SmallInteger	2	WLineSize
COMMENTS	Comments	String	100	
GPS_DATE	GPS Date	Date	8	
GPS_TIME	GPS Time	String	10	
NORTHING	Northing (Y)	Double	8	
EASTING	Easting (X)	Double	8	
POINT_ID	Valve ID	Integer	4	
PHOTO	Image	String	50	
STREET	Street	String	50	StreetNameList
CONDITION	Condition	String	6	BasicCondition
CONDITIONINDEX	Condition Index	SmallInteger	2	
INSTALLYEAR	Installation Year	SmallInteger	2	
POSITIONTYPE	Position Type	String	7	ValvePositionType
SHAPE	Shape	Geometry	4	
CREATED_USER	Created By	String	255	
CREATED_DATE	Created Date	Date	8	
LAST_EDITED_USER	Last Edited By	String	255	
LAST_EDITED_DATE	Last Edited Date	Date	8	
ASSETID	Asset ID	SmallInteger	2	
COUNCILDIST	Council District	SmallInteger	2	CouncilDistricts
DEPTH	Depth (z)	Double	Precision/Scaling	

**Attribute table to be joined to the City's Water Valve feature class\*:**

<b>Field Name**</b>	<b>Alias Name</b>	<b>Data Type</b>	<b>Character Length</b>	<b>Domains</b>
OBJECTID	Object ID	OID	4	
Valve_ID	Valve ID	Long Integer	4	
Asset_ID	Asset ID	Short Integer	2	
Map_No	Map Number	Short Integer	2	
Facility_ID	Facility ID	Short Integer	2	
Surface_Cover	Valve Lid	Text	20	
Cover_Level	Cover Level	Double	8	
Access_Lid	Access Lid Size (in)	Short Integer	2	
Valve_Struct	Valve Structure Type	Text	11	
Op_Struct	Operator Structure Type	Text	11	
Struct_Cond	Structure Condition	Text	14	
Op_Type	Operator Type	Text	12	
Op_Depth	Operator Depth	Double	8	
Op_Orientation	Operator Orientation	Text	9	
Manufacturer	Manufacturer	Text	25	
Model_No	Model Number	Text	6	
Fab_Date	Fabrication Date	Date	8	
Fab_Location	Fabrication Location	Text	25	
Cleaned	Cleaned	Text	3	
Op_Method	Operation Method	Text	8	
Exercise_Range	Exercise Range	Text	25	
Turns	Turns	Short Integer	2	
Close_Dir	Close Direction	Text	5	
Pos_Found	Position Found	Text	25	
Pos_Left	Position Left	Text	25	
Max_Torque	Maximum Torque	Double	8	
In_Torque	Initial Torque	Double	8	
Final_Torque	Final Torque	Double	8	
Status	Status	Text	14	
Photo_Access	Access Point Photo	Text	200	
Photo_Op	Operator Photo	Text	200	
Plat_No	Plat Number	Text	25	
Op_Gear	Operator Gearing	Text	25	
Application	Application	Text	20	
Box_Struct	Box Structure	Text	11	
Nut_Depth	Nut Depth	Double	8	
Discrepancies	Discrepancies	Text	50	
Loc_Verify	Location Verified	Text	3	
Pack_Cond	Packing Condition	Text	14	

Domains***				
<u>ValveLid</u>	<u>ValveLocation</u>	<u>ValveType</u>	<u>BasicCondition</u>	<u>ValvePositionType</u>
Sound :	Comment	Wheel NonRising :	Poor	FH : Fire Hydrant
Sound	Street Surface	Wheel NonRising	Good	Valve
None :	Easement -	Gate Valve : Gate Valve	Fair	Main : Main Line
None	sideyard	Square Nut : Square		Valve
UKN :	Easement	Nut		Blowoff : Blowoff
Unknown	Open Field	Wheel Rising : Wheel		Meter : Meter
Missing :	Easement -	Rising		Valve
Missing	backyard	T-Stop : T-Stop		
Broken :	Property Line	Stub : Stub		
Broken	Alley	UNK : Unknown		
Other :	Street R.O.W.	Wheel BO : Wheel BO		
Other	Alley	T-stop BO : T-stop BO		
	Back of Curb			
	Other			
	Property Line			

\* Inclusion of other attributes as agreed.

\*\* Some fields' data types and character lengths may not reflect the field data collection. Add new fields to the join table to replace existing fields when the existing data type and data length will not accurately host the data entry.

\*\*\* Add domains to fields in the join table for attributes that are repetitive.

19. Before field operations commence, the City and contractor shall meet to review specific data schemes to be employed on this project including the features to be collected, data format, and procedures for incorporation of the field collected data into the City's databases. A prepared document detailing the proposed database deliverables and data integration procedures is to be submitted for the City's approval prior to field mobilization.

20. It is acknowledged that there are various types of equipment and methods that may be employed to complete the scope of services. In order for the City to fairly and adequately analyze and compare the proposals of the individual firms, it shall be necessary for the proposer to submit the following information:

- A complete detailed description of the method by which the firm will perform all phases of the Valve Condition Assessment.
- A complete listing of all equipment, vehicles and personnel to be utilized by the firm during the survey. This listing should include the length of time this equipment has been used by the firm and number of valve exercise projects conducted with this method and equipment.

- c. An itemized listing of any City Water Department assistance, personnel, vehicle, drivers and/or equipment requirements that the firm would expect for support from the City.
  - d. A list of municipal references where the firm has performed similar services in the past two years. Included within the list should be the name and telephone number of the appropriate contact persons. A listing of results from those valve exercises shall be included.
  - e. Included with your proposal should be copies of your Valve Assessment Form, and a copy of your typical Final Report.
21. The Valve Exercise Crew Lead will check in with the City prior to starting each day's work. Obvious exceptions to this would be on weekends or evening hours when City offices are normally closed. Every two weeks or upon request, the Lead shall submit progress reports which shall detail, the area and number of valves exercised, the percentage of completion, type and number of defective valves found to date and the sizes of the valves. If during the exercise, the valves fail and cause service interruption, the City shall be immediately notified.
22. Report: The report shall include, but not limited to, the following information. Identifying number is consistent with the city map provided by the utility. Location referenced by coordinates in landmark system approved by the city, location by street and cross-street names, size, type, date, operating nut depth, enclosure type, number of turns to achieve full closure, direction of closure, present valve position, date exercised, machine torque rating, all MACP valve structure reporting.
23. The technical service provider selected to perform this project will be responsible for furnishing all labor, material, transportation, tools, and equipment necessary to properly and accurately perform the Valve Exercising Program. The technical service provider shall be required to provide such skilled and trained personnel and equipment necessary to complete the work as specified herein.
24. During the required preconstruction meeting with the City, the contractor and the City will predetermine the areas, proposed time line, reporting, and billing protocols
25. Project Personnel will meet with the City Utility Department to review the project guidelines and answer any questions on procedures.

26. Field Crews will consist of a minimum of two persons working at all times. Technical Service Provider is required to have a minimum of five years of experience with valve operating Programs and have the required TCEQ license and certification for performing this work.
27. The project manager must notify the Water Utility Director via phone and email, anytime the Technical Service Provider is scheduled to perform work within the City. They shall notify the City of the Crew Personnel, the nature of their work assignment and the atlas grid section / sub-area where they will be working that day.
28. All field work will be conducted between the hours of 9:00 AM weekdays, and must be completed for the day by 3:00 PM, Monday through Friday in residential areas. In Business/commercial/industrial areas, all work shall be conducted from 8 PM to 6 AM. Weekday hours, other those listed, and Weekend Hours must be requested and approved in advance by the City. Additional hours must be approved 24-hours in advance to coordinate inspection. Note that the Technical Service Provider may be restricted with respect to work hours each day depending on special events in the area and weather.
29. The City will provide the technical service provider with two (2) copies of the water system map, and shapefiles or a file geodatabase with feature classes showing the appurtenance and its identifier. The water maps shall be examined to determine the anticipated location of each appurtenance.

***C2. Sequence:***

1. The entire water distribution system shall be divided into sub areas so the valve exercise can be completed in stages by area. Following is the sequence:
  - a. 1<sup>st</sup> in Exercise Sequence: West of 61<sup>st</sup> Street, 6 inch and 8 inch valves up to end of the Island including all valves from Seawall Blvd./Beach to Ship Channel/Bay. Valves in this location are approximately 4 to 6 feet deep.
  - b. 2<sup>nd</sup> in Sequence: Ferry Road area to 4<sup>th</sup> Street (Holiday Drive), 6 inch and 8 inch valves, North of Broadway Only. Valves in this location are approximately 4 to 6 feet deep.
  - c. 3<sup>rd</sup> in Sequence: 4<sup>th</sup> Street (Holiday Drive) to 9<sup>th</sup> Street, 6 inch and 8 inch valves, North of Broadway Only. Valves in this location are approximately 4 to 10 feet deep.
  - d. 4<sup>th</sup> in Sequence: 9<sup>th</sup> Street to 25<sup>th</sup> Street, 6 inch and 8 inch valves, North of Broadway Only. Valves in this location are approximately 4 to 6 feet deep.



- e. 5<sup>th</sup> in Sequence: 25<sup>th</sup> to 61<sup>st</sup> Street, 6 inch and 8 inch valves, Seawall Blvd., to Ship Channel. Valves in this location are 4 to 6 feet deep.
- f. 6<sup>th</sup> Street to 25<sup>th</sup> Street from Broadway to Seawall Blvd., is excluded in this valve exercise program since:
  - i. These waterlines and valves predate the 1900s
  - ii. This portion of the Island was significantly filled after the 1900 storm
  - iii. Waterlines and valves were not upgraded in conjunction with the filling of the Island after the 1900 storm
  - iv. These aged waterlines are cast iron with lead joints
  - v. Waterlines/valves in this area are deeper than 10 feet
  - vi. Exercising of these valves can cause the failure of the valves and the water lines
  - vii. This area has to be addressed as a separate capital improvement project in the future with complete replacement of valves and pipelines to raise it to 4 feet below ground for renewal and ease of maintenance.

### **III Selection Criteria**

City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:

Overall experience of project manager & team - 20%

Cost – 30%

Past Performance on similar projects of size and scope – 30%

Schedule – 10%

References – Pass/Fail

***(The remainder of this left intentionally blank.)***

#### **IV Qualifications and Experience**

Include description of your company's general understanding of the project, scope of services and tasks necessary to complete the service. Include: (i) Project Examples of similar size and scope; (ii) Experience – Resumes and experience of project manager and team. (iii) Proposer should submit any supporting documentation available.

Minimum Experience and Other Requirements of the Service Provider:

- a. In the last five years, the Company should have provided similar services to water utilities.
- b. Contact information for representatives of such water utilities is to be provided to the City.
- c. The Service provider is required to have performed sub-foot GPS positions on similar assets.

#### **V Information Management-Esri ArcGIS**

All file geodatabase deliverables shall be compatible with the City's Esri ArcGIS 10.4.1 systems.

- a. The City's Esri ArcGIS System: Presently the City utilizes Esri ArcGIS Enterprise Standard system. The geodatabase information is to be electronically integrated in the GIS system as approved by the City.
- b. Documentation: The following data is to be documented and provided for the City's Esri ArcGIS geodatabase and VueWorks system.
  - Physical data: Valve ID number; plat number; valve size; type of valve; operator gearing; valve application; valve box structure; depth of operating nut; if cleanout or dewatering was necessary, valve discrepancies (by category and detail); box/vault discrepancies (by category and details) additional physical information as necessary and as described above.
  - Location data: verification City location, sub-foot grade GPS coordinate data parameters. Using North American Datum 1983 (NAD83) State Plane Texas South Central FIPS 4204; US feet.
  - Operational data: Number turns; initial and final torque; close direction; operational discrepancies (by category and details) additional operational information as necessary and as described above.

## **VI Professionalism**

All work is to be performed in a professional manner. Both work crew personnel and vehicles are to be identifiable. Vehicles are to have Contractor's name and contact phone number. The vehicles are to be kept clean and neat.

## **VII Phase 3 Valve Replacement**

Details for valve installation are at:

<http://galvestontx.gov/DocumentCenter/View/6913/Galveston-Water-Line-Details-PDF>

Specifications are at:

<http://galvestontx.gov/504/Standard-Construction-Specifications>

## **VII Point of Contact**

[Purchasing@GalvestonTX.Gov](mailto:Purchasing@GalvestonTX.Gov)

### Pricing Form

Item	Description	Unit	Estimated Quantity	Unit Price	Subtotal
<b>1</b>	Section C2(1) a, b, d & e: 6-inch valve assessment, exercise, testing, minor repair <sup>1</sup> , GPS, and documentation	<b>EA</b>	<b>3,734</b>		
<b>2</b>	Section C2(1) a, b, d & e: 8-inch valve assessment, exercise, testing, minor repair <sup>1</sup> , GPS, and documentation	<b>EA</b>	<b>980</b>		
<b>3</b>	Section C2(1) c: 6-inch valve assessment, exercise, testing, minor repair <sup>1</sup> , GPS, and documentation	<b>EA</b>	<b>86</b>		
<b>4</b>	Section C2(1) c: 8-inch valve assessment, exercise, testing, minor repair <sup>1</sup> , GPS, and documentation	<b>EA</b>	<b>15</b>		
<b>5</b>	Section C2(1) a, b, d & e: 6-inch valve replacement	<b>EA</b>	<b>373</b>		
<b>6</b>	Section C2(1) a, b, d & e: 8-inch valve replacement	<b>EA</b>	<b>98</b>		
<b>7</b>	Section C2(1) c: 6-inch valve replacement	<b>EA</b>	<b>10</b>		
<b>8</b>	Section C2(1) c: 8-inch valve replacement	<b>EA</b>	<b>4</b>		

<sup>1</sup>Minor repair shall include repair to operating nuts, valve operators' access or other associated aspects of the valve as approved by the City

Total Bid (Items 1 through 8)

\$\_\_\_\_\_